



County of Los Angeles  
**CHIEF ADMINISTRATIVE OFFICE**

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DAVID E. JANSSEN  
Chief Administrative Officer

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September 30, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 2 TO  
THE GROUND LEASE AND OPERATING AGREEMENT WITH  
LOS ANGELES COUNTY FAIR ASSOCIATION  
(FAIR ASSOCIATION) (ALL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the recommended action is categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve and instruct the Chair of the Board to sign the attached Amendment No. 2 to the Ground Lease and Operating Agreement, providing a routine mechanism for reimbursement to the Fair Association for their maintenance and repair services to the roadway used by the Sheriff's Department's Emergency Vehicle Operations Center (EVOC) for training activities.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to clarify the rights and obligations of the parties with respect to maintenance and repair services and to provide a routine mechanism for reimbursement to the Fair Association for their maintenance and repair services to the roadway necessitated by the Sheriff's Department's EVOC activities. If the roadway is not maintained, it can be very hazardous to the Department's employees, and may cause significant damage to the vehicles and motorcycles. Repair and maintenance costs on vehicles and motorcycle are reduced by keeping the roadway surface smooth.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended services support the County's Strategic Goals of Service Excellence, Organizational Effectiveness, and Fiscal Responsibility by providing and maintaining quality roadways for driver's training in cars, trucks, and motorcycles. By providing quality roadways for training, the Sheriff's Department can save the cost of repairing vehicles/motorcycles and prevent injuries to employees.

### **FISCAL IMPACT/FINANCING**

Funding for repair of the roadway is a regular item in the Sheriff's Department annual operating budget. Funding in the amount of \$55,000 has been allocated in the Sheriff's Department's Fiscal Year 2003-04 operating budget for continuing services. Because prior payments for repairs have exceeded the Internal Services Department's (ISD) Purchasing Agent's authority, services incurred in Fiscal Year 2001-02 totaling \$35,000 have been invoiced and are being paid from the Sheriff's Department budget through a separate claims process. It is anticipated that one additional claim for an amount of \$3,844 for additional work performed will also be paid through the claims process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Sheriff's Department is legally mandated by the State per Section 832 of the Penal Code to provide vehicle and motorcycle operation training to law enforcement personnel. The training takes place at the 135-acre training site within the main parking lot at Fairplex. In 1986, the County of Los Angeles entered into a 56-year ground lease and operating agreement with the Fair Association to operate and maintain the fairgrounds for purposes of Fair operations and other public venues. The lease agreement states that the Fair Association shall provide the use of a portion of the property to the Los Angeles County Sheriff's Department for the purposes of automobile driver training, riot control, and motorcycle training. The lease further expressly provides that the County will indemnify, defend and hold harmless the Fair Association for property damage arising from these training activities. However, the lease does not provide a routine mechanism to provide for road maintenance and repair necessitated by the training activities.

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When the lease agreement was initiated in 1986, the repair services were performed by the Road Department/Department of Public Works. In 1994, the Sheriff's Department and Fair Association entered into an agreement to pay for services to repair and maintain the roadway to the specifications of the EVOC. Between 1994 and 2001 purchase orders were issued to pay for services. In 2002, it was determined that the prior amount of payments exceeded the ISD Purchasing Agent's authority. Therefore, the Fair Association is being paid for services incurred during Fiscal Year 2001-2002 in the amount of \$35,000, and Fiscal Year 2002-2003 in the estimated amount of \$3,844 through the claims process, based upon the lease's indemnity provision, concurrently with the filing of this letter. This issue is part of the remedial action plan of the Sheriff's Department, as discussed in the Sheriff's letter to your Board dated November 20, 2002.

Any and all areas utilized for vehicle/motorcycle training are paved and re-paved at the Sheriff's Department's expense to provide safe and visible roadways for Los Angeles Sheriff's Department employees to be trained in emergency and first response driving techniques. The use of the roadway by the Sheriff's EVOC results in roadways that are in poor condition, with numerous cracks and holes that allow for rain water to soak through and undermine the training roadway.

A smooth asphalt surface is required for the emergency and first response driver's training. The asphalt must be resealed and coated at least twice per year to maintain low friction to allow vehicles to slide in emergency like turns. Without such a seal coat, the vehicle/motorcycle tires grab, even on the watered surface, causing significant vehicle wear and tear to the suspension system. Holes and breaks in the asphalt may result in vehicle/motorcycle rollover which may result in injury to employees.

Since July 1, 1994, the Fair Association has been directly undertaking the specialized maintenance and repair services necessitated by the Sheriff's Department's training activities. Each party desires that the Fair Association continue to perform said maintenance and repair services. Approval of the lease amendment will provide a permanent mechanism for carrying out these essential services.

County Counsel has reviewed and approved this amendment as to form.

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**ENVIRONMENTAL DOCUMENTATION**

The recommended action is categorically exempt under Class 1(r) and (x) of the revised Environmental Document Reporting Procedures and Guidelines adopted by your Board, and State CEQA Guidelines section 15301(c).


**IMPACT ON CURRENT SERVICES**

The approval of this action will allow the Sheriff's Department to continue to provide emergency vehicle and motorcycle operations training at the current service level. Without this maintenance service, the roadway deteriorates and the training may result in injury to Sheriff employees, and/or damage to vehicles and motorcycles.

**CONCLUSION**

Upon approval by your Board, please return three approved copies of Amendment No. 2 to the Chief Administrative Office, Capital Projects/Debt Management Division.

Respectfully submitted,



DAVID E. JANSSEN  
Chief Administrative Officer

DEJ:JSE  
CCF:mc

Attachments (3)

c: County Counsel  
Auditor-Controller  
Sheriff  
Los Angeles County Fair Association

SECOND AMENDMENT TO GROUND LEASE  
AND OPERATING AGREEMENT

THIS SECOND AMENDMENT TO GROUND LEASE AND OPERATING AGREEMENT (the "Amendment") is made and entered into as of the\_\_ day of 2003 by and between the COUNTY OF LOS ANGELES (the "County") and the LOS ANGELES COUNTY FAIR ASSOCIATION, a California non-profit mutual benefit corporation (the "Fair Association"), with respect to the following:

RECITALS

1. The County, as fee owner and landlord, and the Fair Association, as tenant, are parties to that certain Ground Lease and Operating Agreement dated January 20, 1988, as amended January 28, 2000 ( collectively the "Ground Lease"). Pursuant to the Ground Lease, the Fair Association leases that certain real property located in the City of Pomona, County of Los Angeles, State of California, and more particularly described on Exhibits A and B to the Ground Lease (the "Property").
2. Pursuant to Section 5.01.g (iv) of the Ground Lease, portions of the Property, while not being used by the Fair Association, may be used by the Los Angeles County Sheriff for departmental training purposes as follows: (1) Automobile Driver Training; and (2) Riot Control and Motorcycle Training. Due to the utilization of the Property for these purposes, specialized maintenance and repair services are required to ensure that the Property is maintained in good repair for its continued use for Sheriff training purposes.
3. Section 5.06 of the Ground Lease also provides that the Fair Association alone shall be fully responsible for the complete operation and maintenance of the Property and all of the Fair Association's improvements on the Property, including any landscaping, open space and common areas on the property, and shall operate and maintain, or cause to be operated and maintained, such improvements, landscaping, open space and common areas in an integrated and cohesive manner and in good order, condition and repair.
4. Section 9.01.b. of the Ground Lease requires that the County indemnify, defend and hold harmless the Fair Association, among other things, for property damage arising from or connected with those County operations described in Section 5.01.g (iv) of the Ground Lease, namely the Sheriff training activities described above.
5. Since July 1, 1994, the Fair Association has been directly undertaking the specialized maintenance and repair services necessitated by the Sheriff's training activities. Each party desires that the Fair Association continue to perform said maintenance and repair services.

6. In order to clarify the rights and obligations of the parties with respect to maintenance and repair services arising from the Sheriff's training activities on the Property, and to provide a routine mechanism for reimbursement of the Fair Association for such maintenance and repair services, the parties hereto enter into this Second Amendment.

### AGREEMENT

IN CONSIDERATION OF the foregoing recitals and the mutual covenants set forth below, the County and the Fair Association agree as follows:

1. Amendments to Ground Lease. The Ground Lease shall be amended in the following respects:

1. Section 5.09 shall be added to the Ground Lease to read in full as follows:

5.09. Maintenance and Repair Due to Sheriff's Training Activities. The Fair Association shall perform specialized maintenance and repair services in order to permit the continued operation of the Sheriff's training activities on the Property as authorized in Section 5.01.g (iv), in the following manner:

5.09.a. The Fair Association shall perform the maintenance and repair work described in the Scope of Work set forth in Exhibit D hereto, as directed by the Sheriff or his designee. Exhibit D shall be reviewed and amended as necessary by agreement of the Fair Association and the Sheriff at least once every five years, to ensure that the maintenance and repair work being performed is consistent with the needs of the Sheriff's training activities and the general use of the Property by the Fair Association as authorized by this Lease.

5.09.b. The Sheriff, consistent with the Scope of Work set forth in Exhibit C, shall, on an annual basis, but no later than June 30, provide the Fair Association with an itemized list of maintenance and repair tasks anticipated for the upcoming fiscal year.

5.09.c. The Fair Association shall submit to the Sheriff within thirty (30) days of receiving the Sheriff's itemized list of tasks pursuant to Section 5.09.b., but no later than October 1, an estimate of the cost of performing the tasks itemized by the Sheriff.

5.09.d. The Sheriff may approve, and direct the Fair Association to perform, all maintenance and repair work required to be performed on an annual basis, the estimated aggregate cost of which does not

exceed \$55,000.00. The Sheriff shall obtain the prior approval of the Board of Supervisors for the performance of any work which would cause the annual aggregate cost of maintenance and repair work hereunder to exceed \$55,000.

5.09.e. During the course of the fiscal year, the Sheriff may request, and the Fair Association may perform at the Sheriff's request, additional maintenance and repair work hereunder so long as the total annual cost does not exceed the amount set forth in Section 5.09.d., without approval of the Board of Supervisors.

5.09.f. The Fair Association shall invoice the Sheriff for all work performed pursuant to this Section within thirty (30) days of performance of said work. Said work must be accepted by the Sheriff prior to any payment therefore. Sheriff shall pay all invoices for accepted work within thirty (30) days of receipt thereof. Invoices shall be sent directly to the Sheriff at the addresses set forth in Exhibit D.

5.09.g. Notwithstanding any other provision of this Lease, should the Fair Association fail to perform any of the work requested by the Sheriff hereunder, and within the cost limitations of Section 5.09d and 5.09e, upon thirty (30) days notice by the Sheriff to the Fair Association of such failure to perform, the Sheriff shall be entitled to perform or cause to have performed, any work necessary for the continuation of the Sheriff's training activities authorized by Section 5.01.g (iv), without any further obligation to the Fair Association.

2. Exhibit D attached to this Second Amendment shall be added to the Ground Lease as Exhibit D thereto and incorporated therein by the references contained in Section 5.09.
2. Other than as expressly provided for herein, all other terms and provisions of the Ground Lease shall remain in full force and effect.

SECOND AMENDMENT TO GROUND LEASE  
AND OPERATING AGREEMENT

IN WITNESS WHEREOF, the County and the Fair Association have executed this Second Amendment to Ground Lease and Operating Agreement to be effective as of the date first written above.

COUNTY OF LOS ANGELES

LOS ANGELES COUNTY FAIR  
ASSOCIATION, a California non-profit  
mutual benefit corporation

By \_\_\_\_\_  
YVONNE BRATHWAITE BURKE  
Chair, Board of Supervisors

By \_\_\_\_\_  
President

ATTEST:

VIOLET VARONA-LUKENS, Executive Officer-  
Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN  
County Counsel

By \_\_\_\_\_  
Deputy

SCOPE OF WORK FOR LOS ANGELES COUNTY FAIR ASSOCIATION  
DRIVING COURSE MAINTENANCE  
FOR LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

During the term of this Lease, the Fair Association shall provide all maintenance services as required by Sheriff Training Bureau's Emergency Vehicle Operations Center personnel for a driver's training course for law enforcement and related personnel. Such services are:

1. Maintain water line for use on the Skid Recovery area.
2. Help identify needed repairs for paving maintenance of Sheriff roadways.
3. Assist Sheriff in the identification of water drainage problems and maintain existing water drainage pattern.
4. Annually, and as needed, re-pave and patch asphalt surface as required by Sheriff.
5. Re-seal coat the special asphalt surface of the Skid Recovery area at least once per year at the direction of the Sheriff.
6. Paint stripe and/or re-stripe designated training roadway lines at least once per year at the direction of the Sheriff.
7. The type of pavement, seal coat and specifics as to striping shall be clearly communicated by Sheriff to Fair Association prior to any maintenance services being provided.
8. Fair Association shall provide the Sheriff with an itemized list of all expenses incurred in providing the requested maintenance, not to exceed the maximum amount agreed upon in the Amendment to Lease Agreement.
9. Invoices shall be mailed to the following address:

Captain Ted S. Siara  
Los Angeles County Sheriff's Department  
Training Bureau / STARS F-103  
11515 Colima Road  
Whittier, CA 90604